

1 Katherine C. Chamberlain, WSBA No. 40014
2 Nathaniel Flack, WSBA No. 58582
3 MacDonald Hoague & Bayless
4 705 Second Avenue, Suite 1500
Seattle, Washington 98104-1745
206-622-1604

7 UNITED STATES DISTRICT COURT
8 EASTERN DISTRICT OF WASHINGTON

9 KODIE HARTIN,

10 Plaintiff,

11 v.

12 AMERICAN MEDICAL RESPONSE
13 AMBULANCE SERVICE, INC.,

14 Defendant.

No.

COMPLAINT

DEMAND FOR JURY TRIAL

15 **I. INTRODUCTION**

16 1.1 Plaintiff Kodie Hartin brings this pregnancy discrimination action
17 against Defendant American Medical Response Ambulance Service, Inc.

18 (“AMR”) for AMR’s violations of Title VII of the Civil Rights Act of 1964 as
19 amended by the Pregnancy Discrimination Act of 1978, the Americans with
20 Disabilities Act, the Washington Law Against Discrimination, the Washington
21 Healthy Starts Act, and the Washington Paid Family and Medical Leave Act.

22 1.2 The facts of Plaintiff’s primary claim are simple: AMR fired Ms.
23 Hartin because she was absent from work for reasons it knew were related to her

1 pregnancy.

2 1.3 Ms. Hartin performed her job well. AMR encouraged her to seek a
3 promotion within her first year of employment. But when Ms. Hartin told AMR
4 that she was pregnant and would need intermittent time off as an accommodation,
5 and then missed work for that reason, AMR fired her. In doing so, AMR violated
6 federal and state law.

7 1.4 AMR has a troubling history of unlawful pregnancy discrimination.
8 The company is currently subject to a 30-month Consent Decree in this very court,
9 which: enjoins AMR from engaging in discrimination based on pregnancy or
10 pregnancy-related conditions; requires AMR to revise, develop, and implement
11 policies and procedures relating to pregnancy and accommodation; and requires
12 AMR to train its management accordingly, among other requirements. *See Equal*
13 *Employment Opportunity Commission v. American Medical Response Ambulance*
14 *Service, Inc.*, Case No. 2:19-CV-258-RMP, ECF No. 26 (dated December 18,
15 2020). AMR has failed to comply with its obligations under federal law and the
16 ongoing Consent Decree.

17 1.5 Ms. Hartin seeks vindication of her rights as a pregnant woman and
18 working mother, compensatory and punitive damages against AMR, as well as
19 declaratory and injunctive relief. The law is clear and the facts are straightforward.
20 AMR must permanently desist from unlawful pregnancy discrimination.

21 II. JURISDICTION AND VENUE

22 2.1 This Court has jurisdiction over Plaintiff's federal claims pursuant to
23 28 U.S.C. § 1331, and supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over

1 Plaintiff's state law claims.

2 2.2. Venue is proper under 28 U.S.C. § 1391 because a substantial part of
3 the events giving rise to the claims occurred in the Eastern District of Washington.

4 **III. PARTIES**

5 3.1 Plaintiff Ms. Hartin is a woman residing and working in Spokane,
6 Washington.

7 3.2 Defendant American Medical Response Ambulance Service, Inc.
8 ("AMR") is a foreign corporation doing business in the State of Washington,
9 including in Spokane, Washington.

10 **IV. BACKGROUND**

11 4.1 Defendant AMR is a medical transportation company providing
12 ambulances services and patient care services to private and public sector clients.
13 AMR or its parent company operates nationwide and describes itself as "the
14 leading provider of emergency and non-emergency ambulance services in the
15 United States." AMR owns and operates ambulances as well as dispatch centers,
16 and employees Emergency Medical Technicians, paramedics, dispatchers, and
17 other professionals.

18 4.2 AMR employs thousands of people and promises its employees
19 "equal employment opportunities for all" and assures the public that it does not
20 "discriminate on the basis of ...sex."

21 4.3 AMR has a well-documented history of unlawful mistreatment of
22 pregnant employees.

23 4.4 On July 25, 2019, the Equal Employment Opportunity Commission

1 filed a complaint against AMR in this Court. The EEOC's lawsuit alleged that
2 AMR had engaged in unlawful employment practices in Spokane, Washington,
3 including unlawful mistreatment of a pregnant employee and failure to
4 accommodate her pregnancy-related work restrictions including a request to limit
5 the number of hours she worked per shift. The complaint further alleged that AMR
6 denied the pregnant employee's request and required her to take continuous leave
7 from work instead. The EEOC Complaint alleged violation of Title VII, 42 U.S.C.
8 § 2000e-(2)(a) and sought a permanent injunction, as well as damages and other
9 remedies.

10 4.5 On December 18, 2020, this Court entered a Consent Decree against
11 AMR. The Consent Decree enjoins AMR and its officers, agents, managers,
12 supervisors, and human resources staff, from engaging in unlawful pregnancy
13 discrimination, and requires AMR to implement policies and procedures to comply
14 with the law. The Consent Decree requires AMR to create and implement anti-
15 discrimination policies relating to pregnancy and reasonable accommodations for
16 pregnancy-related work restrictions; to inform employees of their rights; to
17 establish internal complaint procedures with strict response times, and take prompt
18 corrective action in response to discriminatory actions against pregnant employees;
19 implement EEO training on specific topics and with specific components; have
20 accountability policies for leadership; and engage in regular reporting to the
21 EEOC.

22 4.6 The Consent Decree against AMR will be in place until June 2023,
23 with the Court retaining enforcement jurisdiction throughout, subject to additional

1 extension for any violations of the decree.

2 4.7 Unfortunately, as set forth below, AMR has either failed to take
3 reasonable steps to comply with the terms of the Consent Decree or has failed to
4 make effective changes, which has resulted in ongoing pregnancy discrimination,
5 including its unlawful termination of Ms. Hartin and substantial harm to her.

6 V. FACTS

7 5.1 AMR hired Ms. Hartin as a dispatcher at its Spokane, Washington,
8 facility in February 2021.

9 5.2 Ms. Hartin's job was to take emergency calls from the public, triage
10 and dispatch ambulances as appropriate, and coordinate services with medical
11 providers. Ms. Hartin excelled at and enjoyed this work, due to her strong
12 communication skills and work ethic.

13 5.3 Ms. Hartin's performance was so strong that AMR management
14 encouraged her to apply for a "relief supervisor" position in early September 2021.
15 The position involved interim supervisory responsibilities and would have placed
16 Ms. Hartin on the path to a full-time supervisory role, which was her primary
17 career goal. The promotion also would have provided Ms. Hartin a \$2 per hour
18 pay increase.

19 5.4 AMR received Ms. Hartin's application for the position of Associate
20 Relief Dispatch Supervisor on or about September 2, 2021.

21 5.5 On or about September 9, 2021, Ms. Hartin informed AMR that she
22 was pregnant.

23 5.6 Ms. Hartin wanted to and intended to continue working throughout

1 pregnancy.

2 5.7 Soon after learning she was pregnant, Ms. Hartin began to experience
3 sickness and nausea. Throughout September 2021, these symptoms worsened, and
4 Ms. Hartin began to have periodic episodes of severe nausea, vomiting, headaches,
5 and faintness.

6 5.8 From September 2021 and throughout the remainder of her
7 pregnancy, Ms. Hartin had a “disability” as defined under RCW 49.60.040 and 42
8 U.S.C. § 12102.

9 5.9 Ms. Hartin continued to work at AMR. However, sometimes her
10 nausea and other symptoms made it difficult or impossible for Ms. Hartin to work,
11 particularly during the latter part of her 12-hour shifts—when her symptoms
12 worsened and she experienced vomiting, low blood sugar, or feelings of faintness.
13 Her pregnancy-related illness was episodic and unpredictable, and at times, she
14 was unable to report to her shift at all and called out absent.

15 5.10 In response to these symptoms, Ms. Hartin’s doctor recommended
16 that she limit her shifts to six or eight hours. Her doctor also advised that she
17 would sometimes have to miss work if her nausea or other symptoms flared up.
18 Ms. Hartin communicated these recommendations from her doctor to AMR
19 management and human resources personnel.

20 5.11 AMR Manager Jason Healey as well as AMR human resources
21 personnel were on notice of Ms. Hartin’s pregnancy and related complications.
22 Ms. Hartin informed AMR of her complications and need for accommodations as
23 soon as she began to experience nausea on or about September 9, 2021.

1 5.12 At first, AMR told Kodie to use accrued sick and vacation time (paid
2 time off or “PTO”) when she had to miss work due to pregnancy complications.
3 But AMR soon told Ms. Hartin that she had no or little remaining PTO left to use
4 and that she could be penalized for any pregnancy-related absences, and told her to
5 apply for FMLA (Family Medical Leave Act) leave.

6 5.13 On September 21, 22, and 23, 2021, Ms. Hartin communicated with
7 Manager Healey and/or AMR’s human resources representatives and requested
8 intermittent leave because of how sick she had been feeling, due to pregnancy.
9 She applied for intermittent leave as an accommodation for her pregnancy-related
10 illness, so that she could take job-protected time off of work as needed.

11 5.14 On September 23, 2021, Ms. Hartin took a call from AMR
12 management to discuss her leave application during her lunch break, and the call
13 went approximately several minutes beyond the official end of Ms. Hartin’s break
14 time. AMR later cited this alleged policy infraction as a basis for disciplining and
15 then firing Ms. Hartin.

16 5.15 On October 4, 2021, AMR manager Jason Healey received an email
17 from Ms. Hartin containing medical documentation from her doctor explaining her
18 pregnancy symptoms and resulting severe nausea and need for occasional relief
19 from work to accommodate these symptoms.

20 5.16 Ms. Hartin submitted intermittent leave paperwork to AMR. The
21 form, completed by her doctor on September 22, 2021, stated that (i) Ms. Hartin
22 was pregnant and due to have her baby in May 2022, (ii) experiencing
23 complications, including “severe nausea” that is “intermittent/episodic,” (iii) that

1 due to the condition it is “medically necessary” for her “to be absent from work on
2 an intermittent basis (periodically),” and that (iv) episodes of incapacity were
3 estimated to occur up to two times per week and are likely to last approximately 12
4 hours.

5 5.17 On October 8, 2021, AMR, by its agent Reed Group Leave
6 Management Group, denied Ms. Hartin’s application for leave—stating she was
7 not eligible because she had not been employed for one year (a requirement under
8 the federal leave law, the Family Medical Leave Act (FMLA)).

9 5.18 AMR did not inform Ms. Hartin of her rights under Washington’s
10 state leave law, the Paid Family Medical Leave Act (PFML)—which requires only
11 820 hours of employment with any employer(s) in Washington state over the last
12 year, an eligibility criteria Ms. Hartin met. Nor did AMR inform Ms. Hartin that
13 her pregnancy-related absences could be excused as a pregnancy or disability
14 accommodation, under Title VII, the Americans with Disabilities Act, the
15 Washington Law Against Discrimination, or the Washington Healthy Starts Act.

16 5.19 Meanwhile, on October 11, 2021, AMR informed Ms. Hartin that she
17 had not been selected for the position of Associate Relief Dispatch Supervisor
18 (which she had applied for just before disclosing her pregnancy), and that instead,
19 another individual who was not pregnant had been selected. AMR made its hiring
20 decision without interviewing Ms. Hartin.

21 5.20 Ms. Hartin called in to AMR per company policy when she had to miss
22 work due to pregnancy symptoms, typically noting nausea and/or vomiting as the
23 reasons she could not report to work. Ms. Hartin explained to AMR’s human

1 resources and management personnel, including Jason Healey and others, that her
2 absences were due to pregnancy-related illness.

3 5.21 In a letter dated October 13, 2021, Ms. Hartin's doctor documented
4 that Ms. Hartin's pregnancy complications were the cause of partial and full-shift
5 absences. AMR received this letter.

6 5.22 AMR's management, and human resources personnel, received notice
7 periodically throughout September and October 2021, that Ms. Hartin's pregnancy-
8 related illness and need for accommodations continued.

9 5.23 Ms. Hartin communicated with AMR managers, supervisors, and HR
10 personnel to provide up-to-date information on her health and ability to work or
11 limitations on her ability to work. She also continued to report to work when she
12 could and performed her job well.

13 5.24 Ms. Hartin's symptoms worsened again in November 2021, including
14 periodically experiencing heart palpitations, tachycardia, severe nausea, headaches,
15 and weakness. These symptoms caused Ms. Hartin to miss work on various days
16 in November. Ms. Hartin called out for each absence per AMR policy and
17 typically notified AMR human resources personnel as well.

18 5.25 Ms. Hartin's health care provider filled out AMR's "Interactive
19 Process Questionnaire" on November 11, 2021, and reiterated her medical
20 recommendation that AMR limit Ms. Hartin's shifts to six hours, and explained
21 that Ms. Hartin's severe nausea is intermittent and episodic and related to her
22 pregnancy, when active substantially limits major life activities, and she may need
23 intermittent leave throughout her pregnancy.

1 5.26 In approximately mid-November 2021, Ms. Hartin provided the
2 completed “Interactive Process Questionnaire” to AMR and again requested that
3 AMR approve her accommodation request.

4 5.27 AMR stated it would allow Ms. Hartin to work six-hour shifts as
5 recommended by her doctor. For several weeks, the shorter shifts worked well for
6 Ms. Hartin.

7 5.28 Ms. Hartin was absent from work on November 24, December 2, and
8 December 4, 2021, for pregnancy-related illness. On each date, she called-out per
9 AMR policy and stated that she was not able to work due to nausea and/or
10 vomiting. By this time, AMR had been aware for more than two months that those
11 symptoms were related to her pregnancy.

12 5.29 On December 8, 2021, AMR fired Ms. Hartin.

13 5.30 AMR fired Ms. Hartin because she was absent from work. Ms. Hartin
14 was absent from work because of pregnancy-related illness.

15 5.31 At the time AMR fired Ms. Hartin, it handed her a letter titled “Notice
16 of Termination of Employment,” dated December 8, 2021. The letter stated that
17 AMR was terminating Ms. Hartin for unspecified “attendance infractions.” The
18 letter quoted from several AMR policies, including one titled “Absenteeism and
19 Tardiness” which states in part: “An employee’s absence is unauthorized if the
20 employee has not previously notified the company of their absence or if their
21 request for absence has been denied or if the employee has no PTO left.” The
22 termination letter was signed by AMR Manager Jason Healey, who also
23 communicated the news to Ms. Hartin that she was fired.

1 5.32 AMR failed to accommodate Ms. Hartin's pregnancy and pregnancy-
2 related conditions, beginning in September 2021. AMR failed to accommodate
3 Ms. Hartin's need for 6-hour shifts and need to call out when her symptoms
4 became severe, despite the existence of reasonable and practical accommodations,
5 for more than two months. AMR also failed to accommodate Ms. Hartin when it
6 fired her for pregnancy-related absences, and in doing so discriminated against her.

7 5.33 Meanwhile, AMR has a practice of regularly accommodating non-
8 pregnant employees who have work restrictions similar to Ms. Hartin's.

9 5.34 AMR fired Ms. Hartin because of pregnancy-related absences,
10 approximately two weeks before Christmas. Ms. Hartin was emotionally devastated
11 to lose a job she enjoyed and worked hard at, and depended on to support her
12 family, because of her pregnancy and need for accommodation.

13 5.35 After AMR fired her, Ms. Hartin contested her termination.

14 5.36 AMR managers Jason Healey and Paul Priest met with Ms. Hartin on
15 December 17, 2021. During that meeting, AMR identified three specific absences
16 as the basis for its decision to terminate her employment: November 24, December
17 2, and December 4, 2021. Ms. Hartin had notified AMR of those absences and the
18 reasons for them. AMR Communications Manager Jason Healey acknowledged
19 that AMR terminated Ms. Hartin because of absences it knew were caused by her
20 pregnancy-related illness.

21 5.37 Ms. Hartin sought reinstatement.

22 5.38 AMR reinstated Ms. Hartin's employment starting on January 10,
23 2022.

1 5.39 On January 19, 2022, Ms. Hartin transmitted an internal complaint to
2 AMR's human resources department in which she reported that she believed AMR
3 discriminated against her because she was pregnant or needed pregnancy
4 accommodations, and also that she believed that AMR did not select her for
5 promotion or interview her for the same reason. AMR received Ms. Hartin's
6 complaint but failed to reasonably investigate or take reasonable corrective action
7 as required by the ongoing Consent Decree.

8 5.40 The rippling effects of AMR's decision not to accommodate Ms.
9 Hartin and to fire her for pregnancy-related absences continued after her
10 reinstatement and her internal complaint, as has its discriminatory (or retaliatory)
11 practices. For example:

12 5.40.1 For the remainder of her pregnancy, Ms. Hartin feared
13 the need to call-out for pregnancy-related absences.

14 5.40.2 AMR terminated her benefits and retirement account
15 upon the termination of her employment, which required Ms. Hartin to
16 expend substantial effort and numerous hours to get those reinstated.

17 5.40.3 AMR has repeatedly ignored or rejected Ms. Hartin's
18 attempts to promote or take on additional job responsibilities that would
19 further her career at AMR. For example, Ms. Hartin has asked to become an
20 AMR trainer. In response, AMR said no on the basis that she was on a
21 reduced work schedule—which she needed as a pregnancy accommodation.

22 5.40.4 AMR has featured dispatchers hired after Ms. Hartin in
23 its company newsletter but has never mentioned or featured Ms. Hartin

1 despite her consistent good work performance.

2 5.40.5 Ms. Hartin also expressed interest to AMR in going
3 through a background check to qualify to do dispatch for AMR in
4 conjunction with a public county resource facility. While AMR helped other
5 dispatchers move forward to qualify, it did not help or communicate with
6 Ms. Hartin in response to her inquiry.

7 5.41 These events and those described above have caused Ms. Hartin
8 emotional anguish, humiliation, and distress, throughout a time in her life that
9 should be exciting and celebratory.

10 5.42 Ms. Hartin is currently employed at AMR. She plans to continue her
11 employment with the company and to continue to seek opportunities to advance
12 her career and for promotion. Ms. Hartin also plans to become pregnant again in
13 the future, while employed at AMR.

14 5.43 AMR engaged in the conduct alleged in this complaint despite
15 knowing that this conduct was discrimination on the basis of sex in violation of
16 federal law.

17 5.44 At all times relevant, AMR was already subject to a binding Consent
18 Decree, entered in this Court as a result of AMR's past pregnancy discrimination,
19 which stated expressly that AMR was "enjoined from engaging in practices that
20 constitute unlawful discrimination in violation of Title VII based on an employee's
21 pregnancy." AMR thus acted in knowing violation of federal law and in knowing
22 violation of an order of this Court.

23 5.45 The unlawful employment practices summarized above were done

1 with malice or with reckless indifference to the federally protected rights of Ms.
2 Hartin, and in violation of the federal Consent Decree entered against AMR by this
3 court which is ongoing.

4 5.46 In March 2022, Ms. Hartin filed a Charge of Discrimination with the
5 Equal Employment Opportunity Commission (EEOC).

6 5.47 In response to Ms. Hartin's EEOC Charge, AMR told the federal
7 agency that: Ms. Hartin did not have PTO (Paid Time Off) available to cover her
8 absences; while Ms. Hartin wanted intermittent leave her only option was to take
9 continuous unpaid leave from work; it fired Ms. Hartin for "unexcused" absences;
10 and it denies any wrongdoing or that it violated the law.

11 5.48 AMR made the statements summarized above despite the fact that: it
12 has been subject to a federal Consent Decree relating to pregnancy discrimination
13 and accommodations in employment for more than a year; Ms. Hartin's legal rights
14 do not hinge on or have any relation to whether she has PTO available; and the law
15 requires employers to consider and provide intermittent leave, and discourages
16 employers from forcing employees to take continuous leave (and stop working)
17 during their pregnancies.

18 5.49 AMR's treatment of Ms. Hartin and its statements with respect to her
19 legal claims underscore the need for continuing and additional injunctive relief,
20 and for punitive damages to be awarded in this case. Without additional injunctive
21 relief, AMR's unlawful employment practices are likely to continue.

22 5.50 Ms. Hartin requested that the EEOC issue her a Right to Sue Notice,
23 which the agency issued on June 23, 2022.

1 **VI. CLAIMS**

2 6.1 Title VII of the Civil Rights Act of 1964: The facts described above
3 constitute violations of Title VII, 42 U.S.C. § 2000e et. seq., as amended, and the
4 Pregnancy Discrimination Act of 1978.

5 6.2 Americans With Disabilities Act: The facts above constitute
6 violations of the ADA, 42 U.S.C. § 12101 *et. seq.*

7 6.3 Washington Law Against Discrimination: The facts described above
8 constitute violations of the Washington Law Against Discrimination, RCW
9 Chapter 49.60.

10 6.4 Washington Healthy Starts Act: The facts described above constitute
11 violations of the Washington Healthy Starts Act, RCW 43.10.005.

12 6.5 Washington Paid Family and Medical Leave Act: The facts described
13 above constitute violations of the Washington Paid Family and Medical Leave Act,
14 RCW Chapter 50A.

15 **VII. DAMAGES**

16 7.1 Defendant's violations of the state and federal law, as described
17 above, proximately caused Plaintiff damages, including but not limited to
18 emotional harm and economic damages. Defendants' violations of federal law also
19 warrant an award of punitive damages. She seeks all damages and remedies
20 available under the law.

21 **VIII. JURY DEMAND**

22 8.1 Plaintiff requests a jury for all claims so triable.
23

1 **IX. REQUEST FOR RELIEF**

2 WHEREFORE, Plaintiff Kodie Hartin requests that the Court enter
3 judgment and other relief against Defendant as follows:

4 9.1 General damages in an amount to be determined at trial.

5 9.2 Economic damages in an amount to be determined at trial.

6 9.3 Punitive damages in an amount to be determined at trial.

7 9.4 Liquidated damages in an amount to be determined at trial.

8 9.5 Reasonable attorney fees and costs as provided by 42 U.S.C. § 2000e-
9 5(k), 42 U.S.C. § 1988, RCW 49.60.030, RCW 43.10.005, RCW 50A.40.040 and
10 other provisions of law.

11 9.6 Pre-judgment interest on any liquidated amounts.

12 9.7 Post-judgment interest on any amounts recovered from the time of
13 judgment to the time of satisfaction of judgment.

14 9.8 An offset for the adverse tax consequences of the judgment.

15 9.9 Injunctive relief.

16 9.10 Declaratory relief.

17 9.11 The right to amend the complaint to conform to the proof offered at
18 trial.

19 9.12 That such other relief as the Court may deem appropriate be granted.

20 //

21 //

22 //

23 //

1 DATED this 23rd day of August, 2022.

2 MacDONALD HOAGUE & BAYLESS

3 By: /s/ Katherine C. Chamberlain
4 Katherine C. Chamberlain, WSBA # 40014
5 katherinec@mhb.com
6 705 Second Avenue, Suite 1500
7 Seattle, WA 98104
8 206-622-1604

9 By: /s/ Nathaniel Flack
10 Nathaniel Flack, WSBA #58582
11 nathanielf@mhb.com
12 705 Second Avenue, Suite 1500
13 Seattle, WA 98104
14 206-622-1604

15 *Attorneys for Plaintiff*